

DIVISION OF AGING AND ADULT SERVICES

Policy Type AAA	Subject of Policy Minimum Assurances for Subcontractors	Policy Number 204.00
---------------------------	--	--------------------------------

Policy Statement

All service contracts between the Area Agencies on Aging (AAAs) and subcontractors will contain at least the assurances developed by the Division of Aging and Adult Services (DAAS) as outlined in the Policies and Procedures Manual.

Purpose

To insure that all AAAs and their subcontractors understand that compliance with the required assurances is a condition for receipt of funds from an AAA.

Scope

All AAAs and subcontractors/grantees.

General Authority

Older Americans Act of 1965, as amended in 1987 (45 CFR Part 74)
Title VI of the Civil Rights Act of 1964 (45 CFR Part 80) and
Section 504 of the Rehabilitation Act of 1973 (45 CFR Part 84).

Effective Date 1-01-90

Page 1 of 1

ARKANSAS DEPARTMENT OF HUMAN SVCS-DIVISION OF AGING & ADULT SVCS

SECTION OF MANUAL: AAA Functions	SUBJECT OF PROCEDURE: Minimum Assurances For Subcontractors
PROCEDURE NUMBER: 204.00	CORRESPONDING POLICY: Minimum Assurances For Subcontractors
ORIGINATING UNIT: Program Operations	EFFECTIVE DATE: 1/01/90

SCOPE: This procedure will be used by all subcontractors/
grantees of each of the area agencies of aging.

DEFINITIONS:

- I. Subcontractor is any recipient of state or federal funds by grant, reimbursement, or any other means from an area agency on aging.
- II. Contract is the document outlining the agreement for services between an area agency on aging and a subcontractor, as defined above.

PROCEDURAL REQUIREMENTS:

- I. All contracts with each AAA must contain all of the assurances listed in the Appendix of this manual.
- II. If any of the items contained in the minimum assurances do not apply to a particular contract the Area Agency on Aging (AAA) will list these items on a separate sheet which will be signed by the principal official of the contracting agency and the Executive Director of the AAA, and will be attached to each copy of the contract.
- III. The principal official of the contracting agency must sign each page of the required assurances.
- IV. The AAA may add further assurances or conditions to the contract as it deems necessary.
- V. The effective period of the assurances will be the same as that of the contract, but not exceed a twelve-month period.
- VI. Each AAA will retain the current assurance pages on file at the AAA office for inspection by DAAS.

APPENDICES: Required Assurance Pages, Appendix I

PROGRAM ASSURANCES

The following assurances are applicable to funds administered by the Arkansas Division of Aging and Adult Services (DAAS) or Area Agencies on Aging in accordance with an area plan approved by DAAS. Applicants for a contract to provide aging services must specify intent to comply with the following:

1. The subcontractor understands and agrees it is the purpose of the program to foster the development of a comprehensive and coordinated service system for persons aged 60 and over. The primary goals of the program are: to secure and maintain maximum independence and dignity in a home environment for older persons capable of self-care with appropriate supportive services, and; to remove individual and social barriers to economic and personal independence for older persons, including the provision of employment opportunities and community volunteer activities where older persons live.
2. The subcontractor further understands and agrees that resources made available to the subcontractor by the AAA are designed to:
 - a. Provide for the development and implementation of services designed to meet the needs of the elderly on a priority basis with special attention being given to the needs of low-income and minority older persons;
 - b. Develop, implement, and maximize service coordination with existing social service systems to ensure effective, efficient, and responsive systems in meeting the needs of the elderly;
 - c. Attract additional resources from local units of government, public and private agencies, and the community at large, to extend the program of services available to elderly citizens of the area, and;
 - d. Make existing social services more accessible to the elderly through the supportive services implemented under this agreement, with special attention given to physically or mentally handicapped elderly and those in greatest social and economic need. The Older Americans Act prohibits any type of means test and no one can be

Principal Official of Contracting Agency

denied services because of income. The subcontractor also assures that low income and minority elderly persons will be served at least in proportion to their relative numbers in the area of operation. Low income shall be determined by the poverty thresholds as defined by the Office of Management and Budget.

3. The subcontractor will specify how it intends to satisfy the service needs of low-income minority individuals it serves. The AAA will specify how this is to be done.
4. The subcontractor assures that it presently has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of services required to be performed. The subcontractor further agrees that in the performance of this agreement, no persons having such interest shall be employed.
5. The subcontractor assures that in no case will any part of the program under this agreement which may be operated by specific groups such as churches, social organizations, homes for the elderly, or senior housing developments, restrict participation in the project to its own membership, or otherwise show discriminating preference for such membership.
6. The subcontractor will comply with Title VI of the Civil Rights Act of 1964 (P.L. 88-352) and the regulations issued pursuant thereto. Further, the subcontractor assures that it has no commitments or obligations which are inconsistent with compliance with these or other pertinent federal regulations or policies, and that any other agency, organization or party that participates in the implementation of services pursuant to this agreement shall have no such commitments or obligations.
7. The subcontractor agrees to implement such procedures as are necessary to meet the requirements on safeguarding confidential information of client records.
8. The subcontractor agrees that it will comply with Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C.

Principal Official of Contracting Agency

794), all requirements imposed by the applicable Health and Human Service regulations (45 C.F.R. Part 74), and all guidelines and interpretations issued pursuant thereto. The subcontractor assures that, when viewed in its entirety, each program or activity is readily accessible to and usable by handicapped persons.

9. The subcontractor assures that where State or local public jurisdictions require licensure for the provision of services, the subcontractor shall be licensed, or shall meet the requirements for licensure.
10. The subcontractor assures that staff, qualified by education and/or experience, will be employed and assigned to the implementation and performance of the services outlined in this agreement. All applications for employment will be maintained as a part of the program files.
11. The subcontractor agrees that personnel hired for program operations will participate in any appropriate training provided by the AAA.
12. The subcontractor is cognizant of and agrees to operate the program in full conformance with all applicable federal, state, and local standards, including fire, health, safety and sanitation standards prescribed by law or regulations.
13. The subcontractor assures that it has the authority and capacity to implement and perform, either directly or through approved contractual arrangements, the program of services agreed upon.
14. The subcontractor will provide all services in accordance with all program regulations set forth by Title III of the Older Americans Act of 1965, as amended, Title XX of the Social Security Act, and other applicable program guidelines. The subcontractor will also comply with policies, procedures, and guidelines established by DHS, DAAS and/or the AAA.
15. The subcontractor agrees to provide nutrition, supportive, and/or other services over a 12 month period at a certain level in accordance with an approved contract, based on a service delivery plan and budget on file with the AAA. The

Principal Official of Contracting Agency

subcontractor agrees to provide services at least five (5) days a week unless specifically stated otherwise in the contract. Senior centers and food preparation centers will be open at least 240 days per year and at least twenty (20) days per month unless specifically stated otherwise in the contract. Hours of operation will vary but centers and transportation must be open and available no less than five (5) hours per day unless specifically stated in the contract. Regularly scheduled socialization and/or recreation activities must be available during all hours of center operation.

16. The subcontractor will provide for a continuing program of public information, specifically designed to assure that information about services and activities carried out pursuant to the agreement, is effectively and appropriately promulgated throughout the area of operations. The subcontractor will make available at reasonable times and places all: agreements; periodic reports; and policies governing the administration of this program for review upon request by interested persons and representatives of the news media. The subcontractor assures that all public information regarding services funded directly or through allocation from the AAA will include a statement to this effect.
17. The subcontractor assures that a method of obtaining participant input into the program will be developed and implemented.
18. The subcontractor will cooperate and assist in efforts undertaken by the AAA, the State Agency and/or the Administration on Aging to evaluate the effectiveness, feasibility, and cost of activities provided.
19. The subcontractor agrees to cooperate in comprehensive planning, to provide additional needed services to participants and elderly persons in the area. The subcontractor will assist the AAA in identifying unmet needs, and program planning through completion of needs assessment surveys, by participating in planning meetings, and through other methods as may be deemed necessary.

Principal Official of Contracting Agency

20. The subcontractor agrees to utilize, when possible, State, Federal, and local funding to supplement and enhance the quality and quantity of services and achieve the objectives of the Older Americans Act. It is further agreed by the subcontractor when other funding is used, to report it in accordance with the AAA financial requirements.
21. The subcontractor assures that a written grievance procedure that complies with federal and state regulations will be developed for all programs and conveyed to participants and employees. The subcontractor also agrees to devise a mechanism to inform individual participants and employees of their right to present to the AAA or DAAS their grievances about the service(s) or employment practices of the Subcontractor.
22. The subcontractor assures that a disaster relief plan will be prepared setting forth procedures necessary to protect older persons involved immediately after the occurrence of a disaster and assist in the delivery of emergency services with particular attention to health, food, shelter, sleeping arrangements, and any other assistance necessary to the older person's well-being. Contingent on available funding, the AAA agrees to reimburse the subcontractor for the emergency relief if available for any other resource.
23. The subcontractor assures that each site will develop, and post for all to view, an emergency evacuation plan and will periodically practice evaluation drills.
24. The subcontractor assures that it will, if possible, have arrangements with local educational agencies, institutions of higher education, and non-profit private organizations to use the services provided older individuals under the community schools program of the Elementary and Secondary Education Act of 1965.
25. The subcontractor agrees to insure that all expenditures incurred by the program will be in accordance with an approved budget, cost policies, and other financial procedures established by AAA in keeping with state and federal guidelines.
26. The subcontractor assures that it has implemented a written affirmative action plan and that the affirmative action policies have been communicated to all staff.

Principal Official of Contracting Agency

27. The subcontractor assures that it has written personnel policies in compliance with applicable Federal and State laws and that these policies have been communicated to all staff.
28. The AAA shall provide technical assistance on all matters relating to services provided to the elderly as outlined in this contract.
29. The subcontractor and his/her employees or agents performing under this agreement are not to be deemed to be employees or agents of the Arkansas Division of Aging and Adult Services or the AAA in any manner whatsoever.

RISK MANAGEMENT ASSURANCES

30. The subcontractor agrees to obtain and to keep in effect insurance to be applicable to the principal location of the subcontractor and the subcontractor's operations, food preparation centers, service sites and all other locations regularly involved in the execution of the purpose of the aging programs, including the insuring of all automobile hazards concurrent with the delivery of the services of this contract as required by the AAA. The subcontractor shall be liable to indemnify the AAA only to the extent provided for in the limits of the insurance policies mandated by the AAA.
31. The subcontractor and the AAA mutually agree to promptly notify the other party in writing of any claims against the AAA or the subcontractor and in the event of a suit being filed, each party hereto agrees not to incur any expense or make any settlement without the other party's knowledge and consent. In the event that the AAA is compelled to adjust, or settle any such claim or pay for the defense therefore, the cost of such defense, adjustment or settlement, including reasonable attorney fees, shall be charged to the subcontractor.

SUBCONTRACTING ASSURANCES

32. The subcontractor shall not assign any interest in this Agreement, and shall not transfer any interest in the same, whether by assignment or notation, without the prior written consent of AAA.

Principal Official of Contracting Agency

33. All third party contracts with private profit-making companies must have prior approval from the AAA and the State Agency. The subcontractor must submit to the AAA for prior approval any proposed contracts with profit-making organizations to provide services. Such contracts will be approved only if it can be demonstrated that the profit-making organization can provide services in a manner clearly superior and/or more economical to other available public or private non-profit service providers.
34. The subcontractor assures that it will provide a drug-free workplace by establishing a drug-free awareness program to inform employees about:
- a. The dangers of drug abuse in the workplace;
 - b. The subcontractor's policy for maintaining a drug-free workplace;
 - c. Any available drug counseling, rehabilitation, and employee assistance programs and;
 - d. The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace.

CLIENT ELIGIBILITY AND INFORMATION ASSURANCES

35. The subcontractor assures that preference in the delivery of services will be given to those elderly persons in greatest economic or social need as stated in 1321.109 of the regulations to the Older Americans Act. The subcontractor also assures that low income and minority elderly persons will be served at least in proportion to their relative numbers in the area of operation and that a written plan will be developed to insure this.
36. The subcontractor assures that specific outreach efforts to identify and inform older persons of the availability of services will be maintained. These outreach efforts should have special emphasis on the rural elderly and those with greatest economic or social needs. With respect to Title III services, outreach efforts should insure that the maximum number of eligible persons have an opportunity to receive services.

Principal Official of Contracting Agency

37. The subcontractor agrees to implement such procedures as are necessary to meet the requirements on safeguarding confidential information. The subcontractor assures that no information about, or obtained from, an individual, and in the possession of the subcontractor providing services to such individual, shall be disclosed in any form identifiable with the individual without the informed consent of such individual.
38. Lists of older persons compiled pursuant to operations under this agreement shall be used solely for the purpose of providing social services, only with the informed consent of each individual on such list and under no circumstances will they be made available to any individual or organization other than the Department of Health and Human Services, Administration on Aging, Arkansas Division of Aging and Adult Services, the Area Agency on Aging and/or their respective designees.

CLIENT CONTRIBUTION ASSURANCES

39. The subcontractor is cognizant that client contributions (program income) are a funding source for activities provided under Title III programs.
40. The subcontractor assures that steps will be taken to actively encourage, within regulatory constraints, contributions by recipients of services.
41. The subcontractor assures that supportive and nutrition service contributions are used to expand them.
42. The subcontractor assures that contributions for services, if any, by participants shall be determined by his/her ability to pay.
43. The subcontractor assures that any eligible individual shall not be denied participation in the program because of an inability to pay all or part of the cost of the service provided.
44. The subcontractor assures that all suggested contribution schedules for client contributions will be submitted to and approved by the Area Agency on Aging prior to implementation.

Principal Official of Contracting Agency

45. The subcontractor assures that suggested contribution schedules shall in no case be used as a means test to determine the eligibility of individuals to participate in the program.
46. The subcontractor further assures that arrangements will be made for methods of receiving contributions from individuals in such a manner as not to differentiate among individual's contributions publicly.
47. The subcontractor assures that it will accept voluntary contributions from participants. Procedures established by the Area Agency on Aging will be used to document and safeguard the collection and handling of this income.
48. The subcontractor assures that funds received under part D of the Older Americans Act will be expended in accordance with federal regulations and procedures developed by DAAS.

SERVICE DELIVERY ASSURANCE

49. The subcontractor assures that it will follow procedures established by the Area Agency on Aging to offer a meal, on the same basis as meals are provided to elderly participants, to individuals providing volunteer services during meal hours and to individuals with disabilities who reside at home with and accompany older individuals who are eligible under this Act.
50. The subcontractor assures that it will participate in the coordination of community based, long-term care services and work to ensure community awareness of and involvement in addressing the needs of residents of long-term care facilities.
51. The subcontractor assures that it will provide a program of appropriate training for all classes and positions of volunteers.
52. The subcontractor assures that it will hire only American Citizens and aliens who are authorized to work in the United States, assuring compliance with the Immigration Reform and Control Act of 1986.

Principal Official of Contracting Agency

53. The subcontractor assures that it will supply the AAA and DAAS with client, services, and financial data and other requested information concerning the operation and delivery of program services. Both DAAS and the AAA have the right to duplicate or use the information connected with the administration of the Division's service programs. This includes the right to release data which is void of client identifying information to sources outside the Division.
54. The subcontractor assures that they will employ staff in adequate numbers to ensure the delivery of services for all clients according to Area Agency on Aging and DAAS policy.
55. The subcontractor agrees to participate in the state-wide Management Information System and to comply with additional record requirements as may be considered necessary by the AAA. All such records are to be retained for three years after the close of the federal fiscal year for federal funding and for an additional period of time as required by specific funding sources.
56. The subcontractor will cooperate and assist in efforts undertaken by the Area Agency on Aging, the State Agency, and/or the Administration on Aging and to evaluate the effectiveness, feasibility, and cost of activities provided.
57. The subcontractor agrees to make all program records available for audit review to the Department of Health and Human Services, Administration on Aging, Division of Aging and Adult Services, the Area Agency on Aging or their designees at a reasonable time and place.
58. The subcontractor is aware that scheduled and unscheduled on-site administrative reviews of program operations may be conducted by the State Agency, the Area Agency on Aging and/or their designees.
59. The subcontractor agrees that it shall be the right of the AAAs to rescind funding during the contract period if, through review of the subcontractor's financial reports, the AAAs deem that the subcontractor will not utilize all funds allocated under this agreement.

Principal Official of Contracting Agency

60. The subcontractor assures that it establishes and ensures compliance with a seat belt policy that requires all operators of and passengers in vehicles for delivering and receiving transportation services under this contract, wear their seat belts when the vehicle is being operated.
61. In accordance with DAAS policy, the subcontractor assures that no cigarette smoking will be permitted in the vehicles used for delivering and receiving transportation services.
62. The subcontractor assures that within its personnel policies the subcontractor has and implements a nepotism policy that prohibits hiring a person for a job over which a member of his or her immediate family exercises supervisory authority. A member of an immediate family shall include any of the following persons: Mother, Father, Sister, Husband, Wife, Son, Brother, Daughter, Daughter-in-law, Brother-in-law, Sister-in-law, Father-in-law, Mother-in-law, Son-in-law, and Grandparents.
63. The subcontractor assures that all services funded under area plans are coordinated with other appropriate services in the community, and that these services do not constitute an unnecessary duplication of services provided by other sources.
64. The subcontractor assures that it will provide to the area agency, in a timely manner, statistical and other information which the area agency requires in order to meet its planning, coordination, evaluation and reporting requirements established by the State under S. 1321.13 of the regulations to the Older Americans Act.
65. The subcontractor assures that with the consent of the older person, or his or her representative, conditions or circumstances which place the older person, or the household of the older person, in imminent danger will be brought to the attention of appropriate officials for follow-up.
66. The subcontractor assures that assistance will be given to participants in taking advantage of benefits under other programs.

Principal Official of Contracting Agency

FISCAL ASSURANCES

67. The subcontractor assures that Title V enrollees will not be used to displace currently employed workers or substitute for federal funds currently being used in any related programs. Enrollees will not be substituted for federally assisted positions.
68. The subcontractor assures that it will maintain accounting records and make these records readily available for examination by authorized personnel.
69. The subcontractor assures that it will maintain records until authorized to destroy such records, always maintaining records until resolution of pending audit questions pertaining to individual grants.
70. The subcontractor assures that it will submit program and financial reports to project AAA and/or DAAS operations, as required.
71. The subcontractor assures that it will promptly return unearned cash or property to the AAA upon a project termination.
72. The subcontractor assures that it will provide such fiscal control and fund accounting procedures as may be necessary to assure proper disbursement of and accounting for funds paid to grant or contract recipients.
73. The subcontractor assures that it will adhere to the cost principals in compliance with 45CFR Parts 74 and 92.
74. The subcontractor will assure that subrecipients comply with the Department of Human Services publication on audits, "Guidelines for Financial and Compliance Audits of Programs Funded by the Department of Human Services."

CONSTRUCTION AND ACQUISITION OF FACILITY

75. The subcontractor assures that for not less than 10 years after acquisition, or not less than 20 years after the completion of construction, the facility will be used for the purpose for which it is to be acquired or constructed, unless for unusual circumstances DAAS waives the requirement.

Principal Official of Contracting Agency

76. The subcontractor assures that sufficient funds will be available to meet the non-Federal share acquisition or construction cost of the facility.
77. The subcontractor assures that sufficient funds will be available when acquisition or construction is completed for: effective use of the facility and; for the purpose for which it is being acquired or constructed.
78. The subcontractor assures that the facility will not be used for sectarian instruction or as a place for religious worship. Prayer, intended as Grace before meals, is permissible provided each individual present clearly has a choice to either participate or abstain. The subcontractor assures that prayer will not be sponsored, organized or led by individuals employed by the senior center or nutrition site.
79. The subcontractor assures that, in the case of purchase or construction, there are no existing facilities in the community suitable for leasing as a multipurpose senior center.
80. The subcontractor assures that the plans and specifications for the facility are in accordance with regulations relating to minimum standards of construction, promulgated with particular emphasis on securing compliance with the Architectural Barriers Act of 1968.
81. The contract/grant contains, or is supported by, adequate assurance that any laborer or mechanic employed by any subcontractor in the performance of work on the facility will be paid wages at rates not less than those prevailing for similar work in the locality as determined by the Secretary of Labor, in accordance with the Davis-Bacon Act of March 3, 1931 (40 U.S.C. 276a-276a-5).

Principal Official of Contracting Agency